

CONTRACT NO. 1755-16840
PURCHASE ORDER NO. 70000035864

Emergency Water Main Repair

for the

Department of Facilities Management

SECTION I
SPECIFICATIONS

1. Overview:

Upon execution of this Contract by Cook County Office of the Chief Procurement Officer, Cook County accepts the Vendor's quote (See Attachment A) to provide emergency water main repair at the Cook County Criminal Courts Building.

Scope of Work: The Contractor has been selected to perform the emergency repair which consists of furnishing all labor, materials and equipment required to repair the water main located at the Cook County Criminal Courts Building, 2650 S. California Ave., Chicago, IL 60608.

2. Contract Value: \$45,500.00

The Contractor has been selected to perform the emergency repair which consists of furnishing all labor, materials and equipment required.

3. Vendor Information:

FER-PAL Construction USA, LLC
1350 Gasket Dr.
Elgin, IL 60120

Contact Person: Scott Strebel, Business Development Manager

Phone: 224-247-6294

E-mail: scott.strebel@ferpalinfrastructure.com

SECTION II

GENERAL CONDITIONS

GC-01 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-02 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Using Agency and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-03 PAYMENT TO CONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

GC-04 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Using Agency. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-05 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-06 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

GC-06 AUDIT: EXAMINATION OF RECORDS (continued)

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-07 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-08 COOPERATION WITH INSPECTOR GENERAL

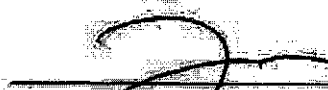
Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Office of the Chief Procurement Officer

FER-PAL Construction USA, LLC



29 Sept 2017



Sept 26, 2017

Shannon E. Andrews, Chief Procurement Officer

Date

Authorized Signature

Date

Printed Name: Frank Garcea, Treasurer

ATTACHMENT A

FER-PAL QUOTE

2017-08-29

PROPOSAL: QUOTE for 8" dia. Water Main Rehabilitation
 LOCATION: Cook County Prison
 FER-PAL CONSTRUCTION USA LLC | 1360 GASKET DR | ELGIN, 60120
 Office: 847-214-0103 | Fax: 847-214-0104 | info@ferpalinfrastructure.com

TO: Cook County Jail

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Water Main Rehabilitation from Street pit to inside of the building approximately 100 LF, 8" diameter, AND Re-Instate Watermain in the Insertion PIT outside of the building (backfilling by others).	L.S.	1.0	\$ 45,500.00	\$ 45,500.00
	FER-PAL Scope of Work CLEAN, CIPP LINE, CCTV INSPECTIONS, PRESSURE TEST & Chlorination only				
Sub Total					\$ 45,500.00

NOTE: Water Supply for Cleaning, Lining and Pressure Test to be provided by the General Contractor
 All permits, civil works and restorations by the General Contractor.

INCLUSIONS AND EXCLUSIONS

Design and design report as per ASTM-1216-08
 Materials and Installation Method
 Potable water certification : NSF 61
 Lining Reports, DVD Inspection Videos
 GPS As Buils
 Laser Profile of inside the water main to determine the sizing of the water main
 Temporary Water By-Pass System to Service Residents or Commercial Industrial Buildings
 Temporary Water By-Pass System for Fire Protection
 Site permit, parking permit, fire hydrants permit
 Traffic control or flagpersons, signage and barrels
 Excavation, backfill and all surface restoration of access pits
 Free use at all times of the closest fire hydrant or other adequate source of water (water tank truck)
 Cutting of the water main to gain access to water main to be lined
 Dewatering
 Shoring, shoring systems, engineered drawings for shoring system
 Jerseys and safety fences, steel plates
 Cleaning residues disposal if required
 Flushing, disinfection, water sampling and water main commissioning
 Roads cleaning and landscaping
 Pressure testing of lined watermain post lining to ASTM F1216
 Pipe mechanical work
 Tie-ins, connections
 Field Office

INCLUDED

EXCLUDED

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ADDITIONAL NOTES:

- A Wrinkles may be present on the inside radius of the pipe
- B Bends over 45 deg shall be excavated
- C Disposal of cleaning residues and cleaning water not included except to pump in storm or sanitary sewer
- D All permits except labor related are excluded
- E Water main must be free of any infiltration.
- F Free use at all times of closest fire hydrant is required. If this is not possible water will be provided via water truck at additional cost
- G Prices are based on one (1) site mobilization
- H FER-PAL CONSTRUCTION USA LLC is a non-union company.
- I Quote effective for 30 days
- J Payment terms are 30 days

